

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

REC'D APR 1 2010

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
WESLEY	WESLEY
NORTHFIELD	NORTHFIELD
MARSHFIELD	MARSHFIELD
WHITNEYVILLE	WHITNEYVILLE
ROQUE BLUFFS	ROQUE BLUFFS
MACHIAS	MACHIAS
JONESBORO	JONESBORO
EAST MACHIAS	EAST MACHIAS
WHITING	WHITING
CUTLER	CUTLER
MACHIASPORT	MACHIASPORT

Contact Information:

RPC Chair

Name: JOHN SPRAGUE
 Address: 301 Ridge Road
Marshfield, ME 04654
 Telephone: 255-3660
 email: johns@mgemaine.com

Date Plan Submitted: 3/10/2010

Proposed Alternative Organizational Structure Operational Date: July 1, 2010

Michael Looch - Board Chair

Signature/Title

3-9-10

Date

E. Machias Municipal School District

SAU

John C. Sprague 17

Signature/Title

3/9/10

Date

Marshfield School Board

SAU

Joyce Githell

Signature/Title

3/9/10

Date

Rogue Bluff School Board

SAU

Rose M. Williams

Signature/Title

3/9/10

Date

Machiasport School Board

SAU

Bernard J. Nelson

Signature/Title

3-9-10

Date

Whiting School Board

SAU

Adam Meyer, Celler Chairman

Signature/Title

3/4/10

Date

Cutler School Board

SAU

William W. Darling, Board Chair

Signature/Title

3-9-10

Date

Wesley School Elementary

SAU

Jerry Sargua, Board Chair

Signature/Title

3-9-10

Date

Machias School Committee

SAU

Audie Nixton, Board Chair

Signature/Title

3-9-10

Date

Northfield School Committee

SAU

Kenn Emery, Board Chair

Signature/Title

3-9-10

Date

Jonesboro School Committee

SAU

Jon L. Board Chair

Signature/Title

3-9-10

Date

Whitneyville School Committee

SAU

Signature/Title

Date

SAU

(Duplicate as Needed)

Reorganization Plan for Alternative Organizational Structure Cover Sheet (Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.
² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 993
<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REORGANIZATION PLAN
ALTERNATIVE ORGANIZATION STRUCTURE (AOS)

AOS NAME:

**MACHIAS BAY AREA SCHOOL SYSTEM
(MBASS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Cutler School Department, East Machias School Department, Jonesboro School Department, Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department, Whiting School Department and the Whitneyville School Department (hereinafter collectively referred to as "Member School Units").

Contact information:

John Sprague, Reorganization Planning Committee Chairman	255-3660
Kenneth "Bucket" Davis, Reorganization Planning Committee Vice-Chairman	263-7045
Scott K. Porter, Superintendent	255-6585

Cutler School Department, East Machias School Department, Jonesboro School Department, Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department, Whiting School Department and the Whitneyville School Department.

Date Submitted by SAUs: 3/23/10

Proposed operational date: July 1, 2010

3. A (1) The Units of School Administration to be included in the Proposed Machias Bay Area School System (MBASS):

Cutler School Department
East Machias School Department
Jonesboro School Department
Machias School Department
Machiasport School Department
Marshfield School Department
Northfield School Department
Roque Bluffs School Department
Wesley School Department
Whiting School Department
Whitneyville School Department

3. A (2) The Size, Composition and Apportionment of the Governing Body:

The Machias Bay Area School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives from the School Boards of each of the member school units.

The School Board of each town located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Cutler	1
East Machias	2
Jonesboro	1
Machias	3
Machiasport	2
Marshfield	1
Northfield	1
Roque Bluffs	1
Wesley	1
Whiting	1
Whitneyville	<u>1</u>
	15

3. A (3) The Method of Voting of the Governing Body:

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Board Members	Votes Per AOS School Board Member
Cutler	670	9.0%	1	90
East Machias	1264	16.9%	2	85 (2)
Jonesboro	612	8.2%	1	82
Machias	2134	28.6%	3	95 (3)
Machiasport	1088	14.6%	2	73 (2)
Marshfield	497	6.7%	1	67
Northfield	126	1.7%	1	17
Roque Bluffs	280	3.8%	1	38
Wesley	104	1.4%	1	14
Whiting	447	6.0%	1	60
Whitneyville	238	3.2%	1	32
Total:	7460	100%	15	1,001

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

3. A (4)The Composition, Powers and Duties of Local School Boards:

The composition, powers and duties of the school boards(Cutler, East Machias, Jonesboro, Machias, Machiasport, Marshfield, Northfield, Roque Bluffs, Wesley, Whiting, and Whitneyville) of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

3. A (5)The Disposition of Real and Personal School Property:

All real and personal school property of the Member School Units will remain with them, except that the existing lease from the Town of Machias, on the School Union 102 Member School Units superintendent's office will be assigned to the Machias Bay Area School System and all other real and personal property of the Member School Units will be transferred to the Machias Bay Area School System.

3. A (6) The Disposition of Existing School Indebtedness and Lease/Purchase Agreements

The indebtedness and lease/purchase obligations of the Member School Units will remain with them, except that lease/purchase obligations relating to the superintendent's office for the Member School Units of School Union 102 and the Member School Units of School Union 134 Central Offices will be transferred to the Machias Bay Area School System.

3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:

All Member School Unit Central Office staff, personnel contracts and other contractual obligations will be transferred to the Machias Bay Area School System (MBASS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:

All existing school funds and existing financial obligations of the Member School Units will remain with them. The School Union 102 central office reserve fund of \$13,359.00 held by Machias as fiscal agent will be transferred to the Machias Bay Area School System.

3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:

The Machias Bay Area Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 700 pupils based on the October 1, 2006 subsidizable resident pupil counts.

The Machias Bay Area School System School Board shall be appointed by May 11, 2010 and shall develop the budget for the Machias Bay Area School System for FY 2010 – 11. The Machias Bay Area School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement. The Machias Bay Area School System shall employ the Machias Bay Area School System Superintendent and make all necessary decisions in order for the Machias Bay Area School System to become operational on July 1,

2010. The current Machias School Department personnel policies shall serve as the interim policies for the Machias Bay Area School System.

3. A (10) All Reorganization Planning Committee Meetings Are Public:

The Reorganization Planning Committee met to develop a Reorganization Plan on the following dates: October 23, 2007, September 30, 2008 and October 9, 2008. The agenda and minutes from the 3/9/10 Reorganization Planning Committee meeting in which the recent Reorganization Plan was approved unanimously are attached to this Plan as Exhibit B. A public hearing will be held in each of the 11 towns in the proposed Machias Bay Area School System to explain the Reorganization Plan prior to the referendum vote.

3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail to Approve the Plan:

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 700 pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 700 subsidizable resident pupils on October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

3.A (12) An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and how these savings will be Achieved (See Exhibit C):

Central office administrative positions will remain the same from 2009/2010 to 2010/2011. The projected cost savings will not have an adverse impact on instructional programming.

3. A (13) Other Matters Determined to be Necessary;

13-A). K-12 Core Curriculum: The Machias Bay Area School System will be responsible for adopting and maintaining a K-12 core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209.

13-B). Tuition Contracts and School Choice: Member School Units currently have the following tuition contracts with Washington Academy (Private Secondary School Approved for Tuition Purposes 9-12) and the Machias School Department.

<u>Town</u>	<u>School Contracted</u>	<u>Expiration Date</u>
East Machias	W.A.	June 30, 2010
Cutler	W.A.	June 30, 2010
Whiting	W.A.	June 30, 2010
Machiasport	W.A.	June 30, 2010
Whitneyville	Machias (K-12)	June 30, 2010

Towns that currently have tuition agreements may continue to negotiate tuition agreements in the future. Students in grades 9 – 12 within Jonesboro, Roque Bluffs, Marshfield, Wesley, and Northfield may choose to attend any secondary school approved by the State for tuition purposes. In such instances, the respective School Administrative Unit (SAU) pays up to the maximum state-allowable tuition for each student. Towns in the existing SAUs, having no schools, that have choice of schools as of the operational date shall continue to have the same choices in the Machias Bay Area School System. All towns that operate pre K-8 or K-8 schools will not have school choice for those grades.

13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-D). Less than 1000 Students: Written demonstration filed with Notice of Intent.

13-E). Plan for Consistent Collective Bargaining Agreements:

There are two types of collective bargaining agreements in place within the Member School Units. The first type of agreement covers support staff. Each of the following towns have their own support staff contracts:

Machias, East Machias, Whiting, Machiasport and Cutler.

The following are the expiration dates of all support staff contracts:

<u>Town</u>	<u>Expiration Date</u>
East Machias	June 30, 2011
Cutler	August 31, 2010
Machiasport	August 31, 2010
Whiting	August 31, 2010
Machias	June 30, 2011

The second type of collective bargaining agreement covers teachers. Each of the following towns have separate teacher collective bargaining contracts:

East Machias, Machias, Cutler, Whiting, Machiasport and Jonesboro.

The following are the expiration dates of all teacher collective bargaining contracts:

<u>Town</u>	<u>Expiration Date</u>
East Machias	June 30, 2011
Machias	June 30, 2010
Cutler	August 31, 2010
Machiasport	August 31, 2010
Whiting	August 31, 2010
Jonesboro	June 30, 2010

The Member Units of the Machias Bay Area School System will meet jointly to develop and adopt a plan for consistent contracts upon the expiration of the existing collective bargaining agreements. Machias Bay Area School System will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. Consistency in the terms and conditions of employment does not require uniform salary schedules.

13-F). Plan for Consistent School Policies and School Calendars. After July 1, 2010 the MBASS school board, working in conjunction with the school boards of the Member School Units, will develop and adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

13-G). State Subsidy. In accordance with 20-A M.R.S.A. §1461-B, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

13-H). Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS budget may be amended upon approval by a simple majority of the school board of each Member School Unit and by a simple majority vote of the Legislative body of each Member School Unit.

13-D). Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of the Machias Bay Area School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

EXHIBIT A

MACHIAS BAY AREA SCHOOL SYSTEM

Interlocal Agreement for Alternate Organizational Structure
30-A.M.R.S.A. Chapter 115

Agreement made as of 4/1/, 2010 between the Cutler School

Department ("Cutler"), a municipal school unit acting by and through its governing body; East Machias School Department ("East Machias"), a municipal school unit acting by and through its governing body; Jonesboro School Department ("Jonesboro"), a municipal school unit acting by and through its governing body; Machias School Department ("Machias"), a municipal school unit acting by and through its governing body; Machiasport School Department ("Machiasport"), a municipal school unit acting by and through its governing body; Marshfield School Department ("Marshfield"), a municipal school unit acting by and through its governing body; Northfield School Department ("Northfield"), a municipal school unit acting by and through its governing body; Roque Bluffs School Department ("Roque Bluffs"), a municipal school unit acting by and through its governing body; Wesley School Department ("Wesley"), a municipal school unit acting by and through its governing body; Whiting School Department ("Whiting"), a municipal school unit acting by and through its governing body; and Whitneyville School Department ("Whitneyville"), a municipal school unit acting by and through its governing body; all with a mailing address of RR 1, Box 12A, Machias, ME 04654; (hereinafter the "Member School Units");

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, professional development and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure ("AOS") in order to achieve to goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Machias Bay Area School System (hereinafter "MBASS"). MBASS is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal

corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. MBASS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Cutler	1
East Machias	2
Jonesboro	1
Machias	3
Machiasport	2
Marshfield	1
Northfield	1
Roque Bluffs	1
Wesley	1
Whiting	1
Whitneyville	<u>1</u>
	15

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Board Members	Votes Per AOS School Board Member
Cutler	670	9.0%	1	90
East Machias	1264	16.9%	2	85 (2)
Jonesboro	612	8.2%	1	82
Machias	2134	28.6%	3	95 (3)
Machiasport	1088	14.6%	2	73 (2)
Marshfield	497	6.7%	1	67
Northfield	126	1.7%	1	17
Rogue Bluffs	280	3.8%	1	38
Wesley	104	1.4%	1	14
Whiting	447	6.0%	1	60
Whitneyville	238	3.2%	1	32
Total:	7460	100%	15	1,001

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

The school board of each municipality in the AOS shall choose from its membership the representative(s) to the AOS school board to which that municipality is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the appointing school board. Any vacancy on the AOS school board shall be filled by the appointing school board.-. In June each year, the AOS school board shall chose by ballot from among its members a chair and secretary of the AOS school board for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Cutler	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
East Machias	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
Jonesboro	Operates grades pre-K through 8; provides school choice for grades 9 through 12
Machias	Operates grades pre-K through 12
Machiasport	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
Marshfield	Does not operate a school; provides school choice for all students
Northfield	Does not operate a school; provides school choice for all students
Roque Bluffs	Does not operate a school; provides school choice for all students
Wesley	Operates grades K through 8; provides school choice for grades 9 through 12
Whiting	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
Whitneyville	Does not operate a school; contracts with Machias for grades K through 12

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and

curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law. The AOS school board shall be responsible for overseeing system administration, transportation administration, special education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school board shall develop, adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS school board shall develop and adopt a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting;
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;

- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of collective bargaining and maintenance of personnel records for all employees of the AOS and its member school units.
- n. Oversee and maintain a Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units;
- p. Administer the transportation systems for all schools within the AOS Member School Units, and administration of bus purchases and debt repayment for the AOS Member School Units.;

- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Oversee contracts and lease agreements relating to the AOS Central Office;
- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;
- u. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the legislative bodies of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law.
- v. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools.

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance

with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedure applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved by a majority of the voters at the AOS budget meeting from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and

the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax . The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

9. Cost Sharing of AOS Budget.

a. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of subsidizable resident pupils on April 1 and October 1 of the preceding calendar year.

b. Process for amending the AOS budget cost sharing formula:

The method of cost sharing of AOS costs may be amended upon approval by a simple majority of the school board of each member school unit and by a simple majority vote of the legislative body of each member school unit.

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of title 20-A chapter 606-B. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education. The member

entities shall provide and separate and discrete data that is necessary for the Department of Education to perform these calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. The existing lease for the Superintendent's office of the Member School Units of School Union 102 shall be assigned to MBASS and shall remain in effect from year to year unless and until it is terminated by the MBASS school committee in accordance with its terms. Any other real or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, the superintendent's office of the Member School Units, shall continue to be the property of the Town of Machias, subject to the terms of any lease then in effect. Any other property of the AOS, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing and legislative bodies of that Member School Unit in accordance with applicable law. The AOS school board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school board shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner. In the event of termination of this Interlocal Agreement and dissolution of the AOS, the existing lease on the Superintendent's office owned by the Town of Machias shall be assigned by the AOS school board to the fiscal agent on behalf of School Union 102 as of the date of dissolution of the AOS.

16. Withdrawal of Member School Units. Whereas, Cutler School Department, East Machias School Department, Jonesboro School Department, Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department, Whiting School Department and the Whitneyville School Department wish to pursue the formation of an Alternative Organizational Structure (AOS) pursuant to Maine law. See, Maine Public Laws, Chapter 668 § 42 (2008);

Whereas, the AOS will be subject to referendum approval by Cutler School Department, East Machias School Department, Jonesboro School Department, Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department,

Whiting School Department and the Whitneyville School Department; whereas, the parties wish to make it clear that either party will have the ability to withdraw from the AOS if one is created; now, therefore, the parties agree as follows: in the event that an AOS is formed to include Cutler School Department, East Machias School Department, Jonesboro School Department, Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department, Whiting School Department and the Whitneyville School Department, the parties agree that any Member School Unit shall have the authority to withdraw effective at the beginning of any fiscal year provided that such withdrawal is approved by a public referendum within the withdrawing district to be held more than 60 days in advance of the fiscal year.

17. Joinder of Additional Member School Units: Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon a two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

18. Amendment of Interlocal Agreement: This Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approved by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.

19. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the legislative body of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member School Unit fails to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum of the legislative body of that Member School Unit and by Member School Units with a subsidizable resident pupil count on October 1, 2006 of at least 700 pupils. If the School Reorganization Plan is approved by

the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 700 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan.

20. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

21. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an

original; but such counterparts shall constitute but one and the same instrument.

- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Cutler School Department

Cynthia R. Roud
Adam Meyer

BY: Adam Meyer
Adam Meyer, Its Chair
Municipal School Board
Date: 3/9/10, 2010

WITNESS:

East Machias School Department

JM

Michael Look

BY: Michael Look
Michael Look, Its Chair
Municipal School Board
Date: 3-9-10, 2010

WITNESS:

Jonesboro School Department

T. L. Mch

Kelli R Emery

BY: Kelli R Emery
Kelli R Emery, Its Chair
Municipal School Board
Date: 3-9, 2010

WITNESS:

Machias School Department

T. L. Mch

Terry Sansone

BY: Terry Sansone
Terry Sansone, Its Chair
Municipal School Board
Date: 3/9, 2010

WITNESS:

Machiasport School Department

AMH/CLD

Rose M. Williams

BY: Rose M. Williams
Rose M. Williams, Its Chair
Municipal School Board
Date: 3/9, 2010

WITNESS:

[Signature]

Marshfield School Department

John A. Sprague

BY: JOHN A. SPRAGUE
_____, Its Chair

Municipal School Board

Date: 3/9/, 2010

WITNESS:

T. Z. Miller

Northfield School Department

Andre Watson

BY: Andre Watson
_____, Its Chair

Municipal School Board

Date: 3/9/10, 2010

WITNESS:

Barbara Anderson

Roque Bluffs School Department

Joyce Gatchell

BY: Joyce Gatchell
_____, Its Chair

Municipal School Board

Date: 3/9, 2010

WITNESS:

T. Z. Miller

Wesley School Department

Colleen Durling

BY: COLLEEN DURLING
_____, Its Chair

Municipal School Board

Date: 3-9, 2010

WITNESS:

Hoppy Bressley

Whiting School Department

Reinald S. Nielsen

BY: REINALD S. NIELSEN
_____, Its Chair

Municipal School Board

Date: 9 Mar, 2010

WITNESS:

Ty Z. M. L.

Whitneyville School Department

Lori H. Nehrings

BY: Lori H. Nehrings, Its Chair

Municipal School Board

Date: 3/9, 2010

WITNESS:

Jennifer P. L.

APPROVED PURSUANT
TO 30-A M.R.S.A. §2205

BY:

Susan A. Gendron

Susan A. Gendron

State of Maine

Commissioner of Education

Date: 4/2/10, 2010

EXHIBIT B

Reorganization Committee Minutes **Tuesday, March 9, 2010**

Committee Members in Attendance

Cutler

Kristen Porter-S
Adam Meyer-SC
Janine Drouin-C

East Machias

Bucket Davis-S
Mike Look-SC

Jonesboro

James Varney-S
Kelly Emery-SB

Machias

Aubrey Carter-S
Terry Sanborn-SC
James Black-C

Machiasport

Paul Holmes-S
Rose Williams-SC
Jody Sprague-C

Marshfield

Bob Whitman-S
John Sprague-SC
Lauren Sprague-C

Northfield

Richard Lamasney-S
Lori Cole-SB

Roque Bluffs

Owen Moody-S
Valerie Preston-C

Wesley

Glen Durling-S
Colleen Durling-SC
Lynn Hawkins-C

Whiting

Steve Pressley-S
Reinald Neilsen-SC
Linda Vose-C

Whitneyville

Pat Dowling-S
Lori Nehrings-SC
Kelly Dowling-C

S = SELECTMEN

SC = SCHOOL COMMITTEE

C = CITIZEN

Chairman John Sprague opened the meeting at 6:05

Tony Maker took role call of committee members.

John Sprague gave a brief history of the reorganization committee and why he felt the committee should move forward with an AOS based on the proposed law changes. He reminded the committee why an AOS or RSU would not work previously.

- Only 1 subsidy check and no way to properly divide.
- Each town wanted to pay for it's own educational costs.
- There was no way to withdraw.

Mr. Sprague then turned the meeting over to Mr. Scott Porter, who followed the agenda,

1. Proposed Law Changes

- Would now receive subsidy check per town.
- Could have less than 1000 students.
- A new process for withdrawal

2. Time Line

- Must be conforming by July 1, 2010 to avoid penalties
- Targeting April 29 for referendum vote.
- Public hearings in each town will be held beginning April 5, 2010
- AOS board to be selected to meet in order to develop the central office budget.
- An AOS budget meeting would be held to approve the central office budget.
- No referendum required for the AOS budget.

3. School Committee Responsibilities

- Scheduled to meet following this meeting as individual boards to vote to send the AOS plan and inter-local agreement to DOE.
- Two documents to be signed by board chairs.

4. Selectmen Responsibilities

- Scheduled to meet after with Selectman Kenneth Davis.
- Need to file an order for a referendum vote 45 days prior to the vote. (Target date-April 29, 2010)

5. Review of AOS plan

- 10 page document
- Edited version of former plan- removes Lubec
- Revised population and AOS board configuration
- School property remains with town.
- Central office is own by Machias and leased to the AOS
- Labor contracts stay with schools.
- The Superintendent, Special Ed director, and office support staff become employees of the AOS
- AOS would become it's own political entity and thus have funds to operate the AOS budget.
- A threshold of 700 students would be needed following the referendum vote to continue the AOS.
- Projected savings were included.
- Secondary contracts remain with each town.
- School choice remains for those who have it.
- Consistent contracts, policies, curriculum, and calendars were discussed and defined.
- **AOS office costs based on average of April 1 and October 1 subsidizable student counts.**

6. Review of Interlocal Agreement

- Specifies the agreement between the 11 towns to share a central office.
- Much of what is in the AOS plan is in the interlocal agreement in greater detail
- A provision for a town to be removed from the AOS for noncompliance.
- A provision for a town to withdraw from the AOS.

COMMENTS-

Richard Larsen of Machias shared his concerns pertaining to superintendent agreements and the number of such agreements.

Sandra Prescott of Machiasport asked for clarification for students who were attending a school under a superintendent agreement and who should pay the central office costs of those students. Mr. Porter explained that the school counting the student for subsidy purposes would be assessed the central office costs for that student.

Motion made by Reinald Neilsen to submit the AOS plan and Interlocal Agreement to the School Committees for approval and submittal to DOE.

Second by Mike Look

Question by Glen Durling as to why Wesley was left out as an isolated school. Mr. Porter will make that change.

Question by Kristen Porter as to what happens if the school board from a town refuses to send the plan to DOE, does that end it for the town. Mr. Porter stated yes but a meeting could be held to try to get the committee to reconsider.

UNANIMOUS vote to send the two plans to the school committees.

Motion to adjourn by Bob Whitman

Second by James Black

Meeting adjourned at 6:56 p.m.

Respectfully submitted by Tony Maker

EXHIBIT C

Year 1 (FY11)

Cost Savings

Comments

20% Savings Audit Costs
(put out to bid)

\$5,203.00

Currently 5 different auditors service our eleven towns. The AOS Board will put the audit of all eleven towns out to bid to achieve projected savings.

10% Savings Insurances
(put out to bid)

\$4,250.00

Some of the eleven towns in the proposed AOS use MMA for insurance while others use MSMA. The AOS Board will put all insurances out to bid to achieve projected savings.

Total

\$9,453.00

Year 2 (FY12)

Cost Savings

Comments

5% Savings Central Office
Business Functions

\$7,200.00

Updated accounting software will allow the Central Office staff to more efficiently complete financial functions which will reduce the number of over-time hours.

20% Saving in Professional
Development

\$4,885.00

Currently School Union 102, School Union 134 and East Machias Municipal School District share a few common professional development activities. In FY12 the proposed Machias Bay Area School System will have a common professional development plan that will bring an estimated 20% in savings compared to the amount spent on professional development currently.

Total

\$12,085.00

Year 3 (FY13)

Cost Savings

Comments

Savings to be determined

The projected cost savings will not have an adverse impact on instructional programming.